

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

EMS COUNTY GRANT FUNDING

17-OMETS 01

Project: Pediatric and Newborn Simulator Training Manikins

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

RECITALS

1. Pursuant to Chapter 401, Part II, Florida Statutes, and Section 64J-1.015, Florida Administrative Code, COUNTY is the recipient of Emergency Medical Services ("EMS") County Grant Program Funds from the State of Florida, Department of Health, Bureau of Emergency Medical Services ("DOH") for improvement and expansion of pre-hospital emergency medical services in Broward County; and

2. COUNTY has allocated a portion of Fiscal Year 2017 EMS County Grant Program Funds to CITY, for the Project described herein; and

3. The Parties desire to enter into this Agreement providing for the implementation of the Project in accordance with the terms set forth herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This document, Articles 1 through 11, the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Application** - The EMS County Grant Application submitted by CITY for the award of EMS County Grant Funds.
- 1.3 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.4 **Contract Administrator** - The Office of Medical Examiner and Trauma Services, Trauma Management Agency Manager. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein.
- 1.5 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.7 **OMETS** - The Office of Medical Examiner and Trauma Services.
- 1.8 **Participating Agency** - The agency(ies) that join in CITY's Application for the Project and execute an "Addendum to EMS County Grant Funding Agreement" with COUNTY, in substantially the form attached as Exhibit "G."
- 1.9 **Project(s)** - The EMS Grant Project(s) submitted by CITY in its Applications, which is incorporated herein by reference.

ARTICLE 2

PROJECT

- 2.1 CITY shall implement the Project described in Exhibit "A," Scope of Project, in a manner satisfactory to COUNTY, within the Project Schedule set forth in Exhibit "B," and within the proposed Project Budget set forth in Exhibit "C," achieving outcomes identified in Exhibit "D," Outcomes/Indicators.
- 2.2 The Project is a description of CITY's obligations and responsibilities and includes preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CITY impractical, illogical, or unconscionable.
- 2.3 All duties, obligations, and responsibilities of CITY required by this Agreement shall be completed no later than the end of the Agreement Term provided for in Article 3 herein. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 3

TERM

The term of this Agreement shall commence on the date of complete execution by the Parties ("Effective Date"), and continue for a term of one (1) year ("Initial Term"). This Agreement may be extended for up to two (2) years ("Extension Term") upon mutual agreement of the Parties by providing written notice in accordance with the "NOTICES" section of this Agreement. The Initial Term and any extension to the term shall be collectively referred to as "Agreement Term."

If the Initial Term of this Agreement or any extension to the term of this Agreement goes beyond a single fiscal year of COUNTY, any continuation of this Agreement beyond the end of any such fiscal year shall be subject to the appropriation and availability of Funds of COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4

FUNDING AND METHOD OF PAYMENT

- 4.1 COUNTY shall provide an amount not to exceed Fourteen Thousand Two Hundred and Eighty Two Dollars (\$14,282.00) ("Funds") in the manner described below to complete the Project in accordance with the terms of this Agreement:
 - to CITY on a reimbursement basis.
 - to the Vendor on behalf of CITY.

OMETS
EMS COUNTY GRANT
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- 4.2 COUNTY's obligation to disburse any Funds to CITY is predicated upon the availability and payment of Funds in an equal amount provided by DOH.
- 4.3 CITY shall use the Funds solely for the purposes described in this Agreement.
- 4.4 The Contract Administrator has the authority, in his/her sole discretion, to make line item budget adjustments to Exhibit "C," Project Budget, to maximize the expenditure of the Funds. Such adjustments shall be made in writing and signed by the Contract Administrator.
- 4.5 When Funds are paid to CITY on a reimbursement basis, the following shall apply:
- A. CITY may submit invoices for reimbursement no more often than on a monthly basis, but only after the Project activities for which the invoices are submitted have been completed during the Agreement term.
 - B. All requests for payment submitted by CITY shall be set forth on the Cost Reimbursement Invoice form, attached as Exhibit "E," and shall be signed by CITY's Designated Representative. An original Vendor invoice plus one (1) copy, including paid receipts, and the Project Vendor's name and address, must be received no later than thirty (30) days after the expiration of this Agreement. The invoice shall include evidence of expenses incurred for the Project during the Agreement term and proof of delivery of the item(s), commodity(ies) or property, hereinafter referred to as the "Property," identified on Exhibit "E," Attachment 1, Property Receipt, to the Participating Agency(ies), if applicable.
 - C. COUNTY shall pay CITY or the Vendor, as applicable, within thirty (30) calendar days of receipt of CITY's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CITY to comply with a term, condition, or requirement of this Agreement.
 - D. All payments by COUNTY to CITY shall be made solely in the name of CITY. The name, address, and federal identification number of the official payee for CITY to whom reimbursement shall be made is as follows:

Name: Fire Chief
Agency: City of Fort Lauderdale Fire Rescue
Address: 528 NW 2 Street
Fort Lauderdale, Florida 33311-9108
Telephone number: 954-828-6809

CITY shall provide its federal identification number on a form provided by the Contract Administrator at the time of CITY's execution of this Agreement.

- 4.6 Failure of CITY to timely provide any reports or documentation required under this Agreement and specifically Exhibit "F," Required Reports, or any misuse of Funds, shall be deemed a breach of this Agreement and shall require CITY to return all unexpended Funds to COUNTY. CITY shall further be responsible for reimbursing COUNTY for any Funds expended by CITY in violation of this Agreement.
- 4.7 CITY shall own all Property purchased by, or on behalf of CITY, pursuant to this Agreement, excluding Property provided to a Participating Agency under the Addendum to EMS County Grant Funding, if applicable. CITY shall be responsible for licensing and permitting the Property, as applicable, and for insuring, maintaining, and utilizing the Property throughout the useful life of same. When the Property is no longer usable, it may be disposed of in the customary manner in accordance with CITY's procedures for same.

ARTICLE 5

GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6

INSURANCE

CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7

TERMINATION OF AGREEMENT

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience at any time by the COUNTY, through its Contract Administrator upon not less than thirty (30) calendar days' prior written notice, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the COUNTY, through its County Administrator, upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at COUNTY's sole discretion, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 7.3 In the event COUNTY terminates this Agreement for cause, which includes noncompliance with the terms set forth in the Application, CITY shall be required to repay COUNTY in full all Funds disbursed to CITY prior to the effective date of termination and shall result in COUNTY declaring CITY ineligible for further participation in the EMS Grant Program.
- 7.4 In the event COUNTY terminates this Agreement for convenience, any Funds paid to CITY in accordance with the terms of this Agreement prior to the effective date of termination may be retained by CITY for the Project, if already earned. CITY may terminate this Agreement for convenience upon not less than thirty (30) calendar days' prior written notice. In the event CITY terminates this Agreement for convenience, any Funds paid by COUNTY to CITY under this Agreement prior to the effective date of termination shall be refunded in full to COUNTY, if not already earned. In the event either party terminates for convenience, COUNTY shall reimburse CITY for expended items identified in Exhibit "C", Project Budget, up to and including the effective date of termination for convenience.

- 7.5 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.6 In the event this Agreement is terminated for any reason, any Funds due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 11.1 of Article 11.

ARTICLE 8

CITY'S DESIGNATED REPRESENTATIVE

The Designated Representative for CITY responsible for the administration of the Project under this Agreement, including submitting invoices to COUNTY, is Chief Jo-Ann Lorber.

ARTICLE 9

FINANCIAL STATEMENTS/MANAGEMENT LETTERS

- 9.1 CITY shall provide a copy of CITY's audited financial statements and any applicable management letter(s) as well as CITY's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year COUNTY funds are received and for each subsequent fiscal year until such time as all of COUNTY funds are expended.
- 9.2 CITY shall provide to COUNTY's Contract Administrator copies of a special report showing all revenues, by source, and all expenditures as set forth in the Project for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with CITY's governing body.
- 9.3 CITY shall submit the documents required by this Section to COUNTY's Contract Administrator within one hundred twenty (120) days after the close of CITY's fiscal years in which CITY receives funds under this Agreement, unless otherwise approved by the Contract Administrator in writing.

ARTICLE 10

EEO AND CBE COMPLIANCE

- 10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any Project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list, as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all Funds paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 10.2 CBE Compliance. The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Section 1-81, Broward County Code of Ordinances), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. Although no CBE goal has been set for this Agreement,

COUNTY encourages CITY to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 PUBLIC RECORDS

Public Records. To the extent CITY is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, CITY shall:

- a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;
- b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and
- d. Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of CITY or keep and maintain public records required by COUNTY to perform the services. If CITY transfers the records to COUNTY, CITY shall destroy any duplicate public records that are exempt or confidential and exempt. If CITY keeps and maintains public records, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. CITY will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that CITY contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be

separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CITY must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by CITY as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing CITY. CITY shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5200, Med_Exam_Trauma@broward.org, 5301 SW 31ST AVENUE, FORT LAUDERDALE, FLORIDA 33312.

11.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY, as applicable, shall make same available at no cost to COUNTY in written form.

CITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period under Florida Law, if applicable, or for a minimum period of six (6) years after expiration or earlier termination of this Agreement or until resolution of any audit findings, whichever is longer. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. COUNTY audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at CITY's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

If an audit or inspection in accordance with this Section discloses overpricing or overcharges to COUNTY of any nature by CITY in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by CITY in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY's findings to CITY.

11.3 TRUTH-IN-NEGOTIATION REPRESENTATION

Execution of this Agreement by CITY acts as the execution of a truth-in-negotiation representation stating that wage ranges, factual unit costs, and any other representations supporting the expenditure by COUNTY of the Funds under this Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any Funds which COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates, factual unit costs, and any other representations. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

11.4 PUBLIC ENTITY CRIME ACT

CITY represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CITY further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, CITY shall have the right to immediately terminate this Agreement and recover all sums paid or reimbursed to CITY under this Agreement.

11.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. In providing Services under this Agreement, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. CITY shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

11.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party

beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY: Office of Medical Examiner and Trauma Services
 Manager, Trauma Management Agency
 5301 SW 31st Avenue
 Fort Lauderdale, Florida 33312

FOR CITY: City of Fort Lauderdale Fire Rescue
 Fire Chief
 528 NW 2 Street
 Fort Lauderdale, Florida 33311-5338

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CITY without the prior written consent of COUNTY. If CITY violates this provision, COUNTY shall have the right to immediately terminate this Agreement. CITY represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CITY agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing local and national standards for the provision of such services.

11.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY'S loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CITY'S officers or employees shall, during the term of this Agreement, serve as an expert witness

against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

11.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.12 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

11.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.17 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and CITY or others delegated authority to or otherwise authorized to execute same on

their behalf. The Contract Administrator may execute amendments to this Agreement revising the Scope of Project set forth in Exhibit "A" and the Project Budget set forth in Exhibit "C," in order to ensure utilization of EMS County Grant Funds that were underutilized in other EMS County Grant Program Project.

11.18 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19 SURVIVAL

COUNTY's right to monitor, evaluate, enforce, audit, and review shall survive the expiration or earlier termination of this Agreement.

11.20 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" – "G" are incorporated into and made a part of this Agreement.

11.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.22 COUNTER PARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized by Resolution #2016-534 to execute same by Board action on the 13th day of December, 2016, and CITY OF FORT LAUDERDALE, signing by and through its Fire Chief, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
Bertha Henry

Print/Type Name Above

_____ day of _____, 2017

Signature

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print/Type Name Above

Insurance requirements
approved by Broward County
Risk Management Division

By: _____
Adam Katzman (Date)
Assistant County Attorney

By _____
Signature (Date)

Print Name and Title Above

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR EMS COUNTY GRANT FUNDING: AGREEMENT NUMBER 17-OMETS 01,
PROJECT: PEDIATRIC AND NEWBORN SIMULATOR TRAINING MANIKINS.

CITY

ATTEST:

CITY OF FORT LAUDERDALE

By: _____
CITY Clerk

By: _____
(Authorized Signatory)

(Print name of Signatory)

____ day of _____, 2017

Approved as to legal form:

By: _____
CITY Attorney

EXHIBIT "A"

SCOPE OF PROJECT

Name: City of Fort Lauderdale

Project Name: Pediatric and Newborn Simulator Training Manikins

Agreement: 17-OMETS 01

Scope of Project:

Fort Lauderdale Fire Rescue (FLFR) has responded to many drowning calls on infants and pediatrics along with unintentional suffocations of newborns and infants. The majority of mortality and morbidity associated with pediatric emergencies is a result of airway and ventilatory compromise. In addition, most airway and ventilation problems can be corrected with only basic life support interventions that are within the scope of the paramedic and/or EMT. It is of paramount importance to assure that paramedics and EMTs are adequately trained in the initial care of the pediatric patient.

FLFR is requesting grant funds to purchase a 5-year old resuscitation and emergency simulator along with a newborn resuscitation and emergency simulator. Both resuscitation and emergency simulators will have a touch screen tablet, wireless control, modified defibrillation patch accessories for the 5-year old and a one day training service and installation for the simulators. FLFR will be more than willing to loan out these two (2) training simulators to any fire and/or EMS agency within Broward County.

The proposed project will strongly enhance the quality of pre-hospital EMS services by creating better trained, skilled, and more confident EMS providers.

EXHIBIT "B"

PROJECT SCHEDULE

Name: City of Fort Lauderdale

Project Name: Pediatric and Newborn Simulator Training Manikins

Agreement: 17-OMETS 01

PERIOD	ACTIVITY
Month 1	Procurement process (bids and purchase)
Month 2	Vendor representative – setup equipment and train FLFR personnel
Month 3	Put newborn and 5-year old resuscitation and emergency simulators into service

The Project Schedule above is in addition to the required reports set forth in Exhibit "F."

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EXHIBIT "C"
PROJECT BUDGET

Agreement: 17-OMETS 01
Project: Pediatric and Newborn Simulator Training Manikins

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	N/A
TOTAL FICA	
Grand total Salaries and FICA	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
TOTAL	\$

C. Vehicles, Equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
5-year old Resuscitation & Emergency Simulator/Defib Patch Accessories	\$ 14,282.00
Wireless Control for Resuscitation & Emergency Simulator	
Newborn Resuscitation & Emergency Simulator	
Touch Screen Tablets	
Set-up tablets	
TOTAL	\$ 14,282.00
Grand Total	<u>\$ 14,282.00</u>

EXHIBIT "D"

OUTCOMES/INDICATORS

Name: City of F
 Project Name: Pediatric and Newborn Simulator Training Manikins
 Agreement: 17-OMETs 01

Project	Activities	Outcomes	Indicators	Data Source	Data Collection Method
Newborn and 5-year old Resuscitation and Emergency Simulators	1. Purchase both simulators 2. Vendor provides initial set-up of computers and trains personnel 3. Track usage of simulators (PALS, recruit training, continuous airway training)	1. Improve the mortality and morbidity in newborns and pediatrics 2. Increase skills and confidence levels of EMS providers in treating pediatric patients	1. Decrease mortality and morbidity in newborns and pediatrics 2. Increase skill levels and confidence levels of EMS providers 3. Improve proper intubation tube placement in newborns and pediatrics 4. Improve CPR skills in pediatrics and newborns 5. Track patient's outcomes after transferring patients to the hospital	1. PALS/CPR rosters 2. Recruit training programs 3. Advanced airway training rosters 4. Intermedix Trip Tix EMS Run reports that deal with newborns and pediatrics 5. Quality assurance meetings	1. PALS/CPR tests 2. Quarterly EMS reports review 3. Monthly CQI meetings 4. Recruit testing scores 1

EXHIBIT "E"

**COST REIMBURSEMENT INVOICE
OFFICE OF MEDICAL EXAMINER AND TRAUMA SERVICES**

1. CITY OF FORT LAUDERDALE Agreement Total - \$14,282.00		2. Vendor Identification Number <i>Click here to enter text.</i>		3. County Agreement Number 17-OMETS 01	
4 Date of Request		5. Reimbursement Requested: \$ <i>Click here to enter text.</i>		6. Reimbursement Year to Date: \$ <i>Click here to enter text.</i>	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT		
		TOTAL			
<p>7. CERTIFICATION: I hereby affirm and certify that:</p> <p><input checked="" type="checkbox"/> REIMBURSEMENT BASIS: The costs reimbursed herewith have been incurred per the Agreement, that all invoices submitted for cost reimbursement have met Program eligibility requirements, and that sufficient written information is available to document contract compliance, or</p> <p><input type="checkbox"/> PAY DIRECTLY TO VENDOR: The costs herewith have been incurred per the Agreement, that all vendor invoices submitted for payment have met Program eligibility requirements, and that sufficient written information is available to document contract compliance.</p> <p>Authorized Signatory: _____ 8. Signature: _____ (Type Name and Title)</p> <p>9. Date: _____</p>					
FOR COUNTY USE ONLY					
Fund Number	Agency Number	Unit Number	Object Number		
Date Invoice Received from Agency		Invoice Reviewed By		Date	
Date Forwarded to Accounting		Invoice Approved By		Date	

OMETS
EMS COUNTY GRANT
FORT LAUDERDALE: 17-OMETS 01

EXHIBIT "E"
ATTACHMENT 1
PROPERTY RECEIPT

[Intentionally omitted as N/A to this Agreement as there are no Participating Agencies for the Project]

EXHIBIT "F"

REQUIRED REPORTS AND SUBMISSION TIMELINE

	<u>Description of Report(s)</u>	<u>Required Submission Timeline</u>
1.	Letter of Self-Insurance	One (1) copy due with signed Agreement.
2.	Copy of Purchase Order	Submit to Contract Administrator with Cost Reimbursement Invoice (Exhibit "E").
3.	Cost Reimbursement Invoice (Exhibit "E")	Submit two (2) copies to the Contract Administrator as the Project, or a portion of the Project, is completed.
4.	EMS Property Receipt (Exhibit "E," Attachment 1)	Submit to Contract Administrator with Cost Reimbursement Invoice (Exhibit "E"), if there are any Participating Agency(ies).
5.	Outcomes/Indicators Report (Exhibit "D")	Submit to Contract Administrator within one (1) year of Project completion.

EXHIBIT "G"

ADDENDUM TO EMS COUNTY GRANT FUNDING AGREEMENT

[Intentionally omitted as N/A to this Agreement as there are no Participating Agencies for the Project]